

Appl. No. 09/397,455

Attorney Docket: 042390.P6764

**REMARKS**

The above referenced patent application has been reviewed in light of the Office Action, dated March 07, 2006, in which:

- claim 1 is objected to due to a typographical error; and
- claims 1, 2, and 4-26 are rejected under 35 U.S.C. § 102(b) as being unpatentable over Fischer (US Patent No. 5,214,702).

Reconsideration of the above referenced patent application in view of the following remarks is respectfully requested.

Claims 1, 2, & 4-26 are now pending the above referenced patent application. No claims have been cancelled, or added. Claim 1 has been amended to address a minor matter of form, and, therefore, does not result in prosecution history estoppel and does not alter the scope of the claim as originally filed. No new matter has been entered.

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## **1. Objections**

### ***1.1. Claim 1***

The PTO has objected to claim 1 due to a grammatical error. Applicant has corrected this error and thanks the Examiner for pointing this out. It is, therefore, respectfully requested that the objection be withdrawn.

## **2. 35 U.S.C. § 102**

### ***2.1. Fischer: Claims 1, 2, and 4-26***

The PTO has rejected claims 1, 2, and 4-26 under 35 U.S.C. § 102(b) as being anticipated by Fischer. This rejection by the PTO of these claims is respectfully traversed.

It is well-established that in order to establish a *prima facie* case of anticipation under § 102 of the patent statute, the PTO must provide a single prior art document that alone has every element and every limitation of the claim being rejected. Therefore, if even a single element or limitation is not met by the asserted document, then the PTO has not succeeded in establishing a *prima facie* case.

A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference. *Verdegaal Brothers v. Union Oil Co. of California*, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). The identical invention must be shown in as complete detail as is contained in the claim. *Richardson v. Suzuki Motor Co.*, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989).

Applicants begin with claim 1. Claim 1 recites:

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- 1 1. (Currently Amended) A method comprising:
- 2 reading from a software module embedding one of a set of keys associated with
- 3 a trusted source;
- 4 determining whether a key is traceable to one of the set of keys;
- 5 determining whether the key is identified in a list of compromised keys; and
- 6 if the key is not identified as compromised and is traceable to one of the keys in
- 7 the set, assigning the key a trusted status.

It is respectfully asserted that, as just one example of how the text cited by the PTO fails to meet the language of the rejected claims, Fischer does not show, teach, use, or describe reading from a software module embedding one of a set of keys associated with a trusted source. Fischer instead shows a hierarchy of nested certifications and signatures which indicate the authority and responsibility levels of the individual whose signature is being certified.

The PTO asserts that the limitation of lines 2 & 3 of claim 1 are shown by Fischer, col 12, lines 5-16 and 28-36. Applicant respectfully fails to find any reference to either "reading from a software module" or a software module that has one of a set of keys embedded within it.

The cited sections of Fischer are quoted below (emphasis added). Col 12, lines 5-16 read:

These are "high level" keys to be used within the General Motors environment primarily for certifying General Motors' internal personnel. The meta-certifier (or each meta-certifier) in return distributes to General Motors its certification that each of these supplied public keys was created by proper General Motors authorities for their own use. In effect, the meta-certifier is certifying that the party using each key is actually associated with General Motors. The meta-certifier's certification may include embedded text which indicates that the users of registered public keys are properly associated with General Motors. For example, General Motors may decide to have three "high level" keys certified, e.g., corporate officers, such as the vice president, financial officer, and the security officer.

Col 12, lines 28-36 read:

Thus, at this level no single corporate officer acting alone could fully authorize anything because embedded within each of the three certificates is a requirement for the signature of others who are specifically identified. In turn then, these 3 officers create and sign public keys for the other General Motors' employees, that define exactly the level of authority, responsibility and limitations each employee is to have.

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It is important to note that what is embedded in these cited lines is not "one of a set of keys" as required by claim 1, but instead a text that associates a key with General Motors. It is not a key that is embedded, but an association. It is respectfully asserted that this is insufficient in fulfilling the requirements of § 102.

Furthermore, the embedding is not done in a "software module" as required by the claim, but instead in a "meta-certifier's certification".

Fisher defines a meta-certifier and their certification as follows in col. 11, lines 11-22 (emphasis added):

An exemplary embodiment of the present invention contemplates utilizing an ultimate antecedent certificate of all certificates, which is a universally known and trusted authority, e.g., hypothetically the National Bureau of Standards, and which is referred to as a meta-certificate. The meta certificate is the only item that needs to be universally trusted and known. A meta-certificate requires no signature. Any meta-certificate is assumed to be widely publicized and distributed. There may be several meta-certifiers, and it is possible that several meta-certificates may even reference each other for required co-signatures.

It is respectfully asserted that as Fischer defines a meta-certificate it is clearly not a software module, but instead a piece of data. Applicant's claim 1 requires that the one of a set of keys be embedded within a software module. Therefore, for at least these reasons Fischer fails to satisfy a *prima facie* case of anticipation as directed by 35 U.S.C. § 102.

Claims 2 and 4-26 either depend from and include the limitations of claim 1, or include a substantially similar and patentably distinct limitation as claim 1. Therefore, these claims patentably distinguish from the cited patents on the same basis as claim 1. It is, therefore, respectfully requested that the PTO withdraw the rejections of these claims.

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**CONCLUSION**

In view of the foregoing, it is respectfully asserted that all claims pending in this application, as amended, are in condition for allowance. If the Examiner has any questions, they are invited to contact the undersigned at 503-264-7002. Reconsideration of this patent application and early allowance of all claims is respectfully requested.

Respectfully submitted,

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